

# REQUEST FOR PROPOSAL



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **November 4, 2004**

RFP Title: **Organics / Food Waste Collection Programs**

Requesting Dept./ Div.: **King County Department of Natural Resources & Parks – Solid Waste Division**

RFP Number: **164-04RLD**

Due Date: **November 30, 2004 – no later than 2:00 P.M.**

Buyer: Roy L. Dodman [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **1:30 p.m. on Wednesday, November 17, 2004**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section**  
**Exchange Building, 8<sup>th</sup> Floor**  
**821 Second Avenue**  
**Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Organics / Food Waste Collection Programs* for the *King County Department of Natural Resources – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Wednesday, November 17, 2004, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

[http://www.metrokc.gov/finance/procurement/find\\_us.asp](http://www.metrokc.gov/finance/procurement/find_us.asp)

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Thursday, November 18, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement  
If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties

hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the “RFPs, RFQs & ITBs / New / Consultants” portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the “Feedback” (Envelope) button at the bottom of the Web page to convey the proposer’s company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the Contractors submitting proposals at the King County Internet site. Please refer to the “RFPs, RFQs & ITBs / Awarded / Consultants” portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **PART 1- Project Summary**

The King County Solid Waste Division (SWD) requests proposals from qualified consulting firms to implement and manage several residential and commercial food waste collection pilots. Some of the pilots are ongoing, but the consultant may be required to start several others. The consultant may perform the following types of tasks under the contract:

1. Technical assistance and support to businesses and residents
2. Rate modeling for solid waste and/or organics collection
3. Assistance in development of education and outreach materials
4. Program evaluation and analysis
5. Periodic on-site visits to businesses to monitor program and deliver materials
6. Maintenance of a “hotline” phone number and email address

The consultant shall propose to the scope as written but may also propose an alternative to any tasks if desired (optional).

### **PART 2 - Background**

As a guiding long-term principle, SWD has committed to Zero Waste of Resources 2030. This means that materials that have value should not be disposed, but rather reused or recycled. An estimated 58% of the waste materials disposed have economic value, recycling markets, and infrastructure in place. Zero Waste does not mean zero garbage, but rather that disposal is limited to material that truly has no other value.

Food waste is one of the materials targeted for diversion from disposal because of its potential value as a soil amendment and because it comprises over 20% of the waste stream. In order to increase food waste diversion, the SWD has worked with cities, private haulers and other agencies to conduct pilot studies. Most recently, four residential collection pilot programs were completed during 2002 and 2003, adding food waste and food soiled paper to existing yard waste curbside programs. Several eastside cities have now included this service in their new garbage collection contracts.

Several new pilots were also started in 2004. One of the pilots is testing a new rate structure that embeds food and yard waste collection in the rate for residential garbage service. The other two pilots are testing food waste collection from small to medium-sized businesses.

The residential pilot was started in September 2004 in an unincorporated area of King County serviced by Waste Management Sno-King. It includes approximately 530 households. Residents that didn't subscribe to yard waste collection were given a 35-gallon cart for yard waste, food waste and food-soiled paper. Current yard waste subscribers were told just to add food waste and food-soiled paper to their 96-gallon yard waste cart. Residents were also given an indoor 2.5-gallon kitchen container and a year's supply of biodegradable bags. The consultant provides technical assistance and project coordination. The pilot will end in August 2005.

Collection on the two commercial pilot routes started in June 2004. One is in Redmond. It is serviced by Waste Management Sno-King and is picked up three times a week on Monday, Wednesday and Friday. The other route is in Bellevue and is serviced by Eastside Disposal twice a week on Monday and Thursday. Each route has approximately 30 businesses. Each participating business receives indoor containers, biodegradable liner bags and outdoor carts. The consultant provides technical assistance, monitoring and delivers bags and educational materials to the businesses. These pilots will continue through May 2005.

Additional information about the initial residential pilot routes in Lake Forest Park, Redmond, Kirkland and Issaquah can be found on the King County SWD website at:

[Documents - Residential Food Waste Collection Assistance - King County Solid Waste Division](#)

## **PART 3 - Project Scope of Work**

### **TASK 1 - Commercial Food Waste Collection Pilots**

The Commercial Food Waste Collection Pilot Project seeks to evaluate the following:

- Collection issues
- Economic costs to the customer
- Potential effectiveness for increasing diversion of organics from disposal
- Seattle/King County Health department concerns

#### **A. Consultant responsibilities:**

1. Provide technical support and project management through the end of existing commercial pilots in the cities of Bellevue and Redmond in May 2005. Activities shall include coordination with the SWD, negotiations with haulers, the Health Department, composting facility, monitoring and technical assistance support. Technical assistance activities may include site visits to monitor how well participants are participating in the program, on-site education for businesses that request it, monitoring and distribution of biodegradable bags, and other activities as requested.
2. Develop a cost and diversion model to estimate the cost impacts of embedding commercial food waste collection based on the pilot results. The model will be designed to allow jurisdictions to estimate the costs and benefits of embedding food waste and to assist cities with future negotiations with their haulers.
3. Provide implementation support for new commercial pilot projects as identified, possibly including new routes in other cities, expansion of existing routes, or a route that includes large food-generating businesses or institutions with roll-off or compactor service.
4. Assist with design of educational and promotional materials to be distributed to pilot area businesses.
5. Collect data on the costs of the program to the customer, tons collected, issues encountered, and data addressing the concerns of the Health Department.
6. Staff a "hotline" phone number and email address to answer questions from businesses on pilot routes.

#### **B. Deliverables:**

1. Coordination of collection activities and issues among County Solid Waste staff, pilot cities, compost facility operators and the Health Department.
2. Compilation of weekly spreadsheets that track business participation, tons collected, and contamination issues.
3. Complete a cost and diversion model that estimates the cost impacts of embedding commercial food waste collection based on the pilot results. The model will be designed to allow jurisdictions to estimate the costs and benefits of embedding food waste and to assist cities with future negotiations with their haulers.
4. Maintain a "hotline" phone number and email address to answer questions from businesses on pilot routes.
5. Evaluate and analyze data and prepare a final report.

C. Budget: \$70,000

Timeline: Jan – Dec. 2005

### **TASK 2: Unincorporated Area Residential Food Waste Collection Pilots**

The unincorporated area residential collection pilot seeks to evaluate the following:

- Collection issues
- Feasibility of establishing a new rate structure for organics collection
- Potential effectiveness for increasing diversion of organics for disposal

**A. Consultant Responsibilities:**

1. Provide technical support and project management throughout the remainder of the existing pilot route (August 2005). Activities may include coordination with the county, haulers, the Washington Utilities and Transportation Commission, the Health Department, and composting facility operator(s).
2. Assist with development of education and outreach materials for residents.
3. Provide implementation support and technical assistance for one or more new residential pilot routes if directed.
4. Staff a "hotline" phone number and email address to answer questions and concerns of residents.
5. Collect weekly route data and coordinate with hauler to address any contamination and customer service issues that are identified.
6. Using data collected from the pilot, update cost and diversion model used to predict the impact on residential rates of embedding organics waste collection.

**B. Deliverables:**

1. Analyze results of pilot project and write a final report.
2. Maintain a "hotline" phone number and email address to answer questions from residents about the food waste program.
3. Provide weekly spreadsheets with data collected from haulers on tons collected, participation and contamination issues.

C. Budget: \$40,000

Timeline: January – December 2005

**TASK 3: Monitoring and Evaluation****A. Consultant Responsibilities:**

1. Provide ongoing technical assistance in the evaluation and monitoring of existing pilot routes, any potential new routes and other areas as identified by the County.
2. Use evaluation tools such as waste sorts of garbage and organics, telephone or written surveys of residents and businesses or other methods to measure and track participation and diversion levels in areas with food waste collection in place (including cities and pilot areas).
3. Develop cost and diversion models of collection routes as requested.
4. Additional tasks as requested.

**B. Deliverables:**

1. Evaluation reports and/or studies as requested.
2. Cost and diversion models as requested.
3. Additional tasks as assigned.

C. Budget: \$20,000

Timeline: January – December 2005

**PART 4 - Time of Performance**

Project Schedule: January 1 – December 31, 2005

The contract period for this proposal will be from January 1, 2005 to December 31, 2005. The contract may be extended in one (1) year increments for two (2) additional years (January 1 – December 31, 2006 and January 1 – December 31, 2007) at the sole option of the County.

**PART 5 - Budget**

The projected budget for this project is \$130,000. Final funding for this project is contingent on final approval of the 2005 Budget by the King County Council. A contract will not be signed until this funding is approved and available. The Solid Waste Division reserves the right to award a contract for only a portion of the tasks in the scope of work.



In addition, the King County Solid Waste Division reserves the right to amend the resulting contract, if any, to add similar additional services, including up to two additional years with a budget in the same range as this project scope.

To the greatest extent possible, King County staff will perform the graphic production and printing elements of this scope of work in-house. Budgeted amounts for these services will be negotiated in the contract to reflect the appropriate level of effort by the consultant.

## **PART 6 – Proposal Requirements**

### **A. Minimum Qualifications**

The consultant shall have expertise in the areas of organic materials collection, processing, economics, natural resource management, public opinion research, public education, waste characterization studies, health and solid waste policy and regulations.

Desired Experience: Experience with implementation of both residential and commercial organics collection pilot programs.

### **B. Proposal Format**

The response to this proposal shall be limited to 20 pages of text (10 double sided pages of paper) printed on recycled paper in ten-point font or larger. The cover letter, organizational charts, resumes and appendices are not included in the 20-page limit. The respondent shall include one original and 3 double-sided copies of all submitted materials. It is preferred that the proposal is not bound and has no hard or plastic covers. Binder clips are acceptable. Assemble the proposal in this order:

1. This RFP document, signed.
2. A cover letter that includes a contact name with phone number and e-mail address.
3. Table of Contents including appendices.
4. Description of Proposed Project Team and Management Approach.
  - Describe the structure of your proposed project team. Include an organizational chart and list the principal officers of the prime consultant and any sub consultants, the project manager and task leaders.
  - Provide project team resumes as well as one or two paragraphs on each team member that describes responsibilities and experience in terms of their contribution to this project. Limit resumes to one page and list professional experience in chronological order with dates included. Include the same information for any proposed subcontractors.
  - Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget.
5. Approach to the Scope of Work: In this section provide your vision for effective food waste collection programs. The proposal must include:
  - A clear description of the methods and work plans to be used to complete each task in the scope of work;
  - A summary of innovative ideas, procedures, and suggestions for improving the scope of work that are consistent with the purpose of and budget for this RFP;
  - A project schedule which maps out tasks, timelines, and work products; and
  - The projected costs of each element as described in the Scope of Work. This section should include a breakdown of costs such as hourly rate, profit mark-ups and other direct costs.

6. Description of Related Experience: Include a description of up to three projects relevant to the scope of work that your organization or team members have implemented. Include:

- Name of client, name of project manager, phone number, start date and completion date, project budget. List the personnel in your company that were included on the team, their title and description of the work they did, and whether they were prime consultants or subcontractors.
- A brief description of the project and its objectives. Describe how the project was evaluated to determine its effectiveness in meeting the project objectives. List goals achieved and lessons learned.
- Include a sample of materials developed by personnel proposed to work on this contract. Label these materials with project title, client name, and team member who did the work.
- Names and phone numbers of three references for each principal team member; for other team members, only one reference name and phone number. The references should be familiar with the team members' performance on related projects.

## **PART 7 – Consultant Selection Process**

### **A. General Approach**

Respondents to this RFP will be rated according to the criteria set forth below. This may result in a short list of two or three highest-rated firms. The short-listed consultants may be asked to provide additional information at an oral interview or by other means. The King County Solid Waste Division will determine the need for an oral interview. The selected firm will be the highest ranked firm based on the evaluation criteria as adjusted by the interview, if conducted. King County reserves the right to award no contract under this RFP, and to reduce or increase dollar amounts within the existing contract and scope of work.

### **B. Selection Panel**

The selection panel will include members of the Solid Waste Division and other individuals at the discretion of SWD. The panel will rate the applicants and recommend selection for the Solid Waste Division Director's approval based on the ratings from the written proposals, work samples/references, and any interviews (if held).

### **C. Schedule – Some dates are approximate and subject to change.**

Public Announcement for RFP	November 4, 2004
Pre-proposal conference	November 17, 2004
Proposals due	November 30, 2004
Select and notify short list	December 3, 2004
Interviews (if scheduled)	Week of December 6, 2004
Final selection	December 13, 2004
Contract negotiated	December 13 - 23, 2004
Contract signed	December 30, 2004
Work begins	January 3, 2005

### **D. Written Proposal Evaluation Criteria**

The following criteria and associated points will be used to rank the written proposals:

<p>1. Qualifications and relevant experience</p> <ul style="list-style-type: none"> <li>• 15 points – Demonstrated knowledge of food waste collection issues and methods, composting, economic modeling, and program evaluation methods and techniques.</li> <li>• 5 points – Demonstrated experience working with public agencies, the public, businesses, composting facilities and private hauling companies.</li> <li>• 5 points – Demonstrated knowledge and experience related to successful education strategies and outreach for the community and businesses.</li> </ul>	30 points
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<ul style="list-style-type: none"> <li>5 points – Demonstrated ability and willingness to meet the schedule requirements, including a start date of January 3, 2005</li> </ul>	
2. Approach to the Scope of Work <ul style="list-style-type: none"> <li>20 points – Responsiveness to scope of work</li> <li>5 points – Demonstrated understanding of program goals, target audiences and the responsibilities of the consultant team.</li> <li>5 points – Creativity in proposing new elements or strategies.</li> </ul>	30 points
3. Proposed budget and pricing structure <ul style="list-style-type: none"> <li>Proposals will be rated on the description of the proposer's budget by task for this project, employees assigned to each task (where known), their labor categories, hourly rates for each labor category (including all overhead and profit), and the number of hours to be spent on each task by each employee and each labor category.</li> </ul>	30 points
4. Organization and Management Approach <ul style="list-style-type: none"> <li>Proposals will be rated on the completeness of the proposal in response to the RFP, the composition of the team, the skills of each team member and the appropriateness of the team related to the scope of work. The team shall have experience working together and be organized to ensure efficient and effective delivery of work products. The team shall demonstrate an understanding of the client/agency relationship.</li> </ul>	10 points
<b>Total possible points from written proposal</b>	<b>100 points</b>

#### E. Oral Interview Criteria – 50 points

If a selection is not based on the written proposal alone, two or more of the top-rated consultants may be asked to make a brief presentation and respond to questions from the Evaluation committee. The following criteria and associated points will be used if interviews are necessary.

Presentation content, relevance and quality	15 points
Demonstration of knowledge, competency and sensitivity to emerging issues	20 points
Ability to respond effectively to follow-up questions	15 points
<b>Total possible points from interview</b>	<b>50 points</b>

**TOTAL POSSIBLE POINTS: 150 points**

#### F. Reference Checks

The Evaluation panel will complete reference checks prior to making a final award.

### PART 8 - Contract Terms for Pricing and Rates

#### A. General

- The Profit rate for Solid Waste Division RES contracts shall not exceed 10%. The same profit rate applies to the consultant and each sub-consultant.
- Labor rate adjustments are limited to once a year. Labor rates for the following calendar year (should a contract be extended) will be negotiated in November – December.
- Labor rate adjustments for the following calendar year or made during the course of the following year, are limited to the percentage difference in the Consumer Price Index (CPI) for the local Seattle-Bremerton-Tacoma area, based on All Urban Consumers for the first six months of the current year versus the first six months of the previous year, plus no more than 2%. Exceptions may be granted in rare instances.
- All consultants and sub-consultants have the option of using the direct salary and overhead pricing (Section B) versus labor category pricing (Section C). Small firms (usually defined as fewer than 15 employees) have the additional option of using individual billing rate pricing, as described in Section D.

B. Direct Salary and Overhead Pricing.

1. Allowable overhead shall be established at the beginning of the contract. The overhead rate shall not change for the duration of the contract and any extensions thereto. Overhead rates are subject to negotiation and audit.
2. Individual salary information shall be provided at the beginning of the contract, or whenever a new employee is added to the contract. Salary data are subject to audit and review throughout the contract duration.
3. Consultant and sub-consultant shall invoice labor based on individual salaries plus overhead (cost) plus profit (percent of cost) method.

C. Labor Category Pricing

1. Categories shall be developed based on minimum qualifications and responsibilities for each category level. Category rates used in the contract shall approximate the average salaries of individuals within each classification, plus overhead and profit.
2. Overhead shall be negotiated at the beginning of the contract, unless the consultant or sub-consultant has an established overhead rate under an existing Solid Waste Contract. In such cases, the established overhead rate shall apply.
3. Salary information for each person who may work on the contract, along with the overhead rate and profit, may be requested to initially establish category rates or to audit established category rates.
4. The same labor category rates shall apply to all Solid Waste Division contracts held by the firm.
5. Employees may be granted a raise to a higher category January 1st of each year subject to prior approval by King County. Consultant staff moved between categories shall be assigned work appropriate to that category.

D. Individual Billing Rates

1. The Individual Billing Rates method is appropriate for small firms with no accounting system in place that identifies direct and indirect costs separately. A firm's approved billing rates for the year will be used that year for all new contracts and all amendments, whether the firm is prime or sub-consultant.
2. Individual billing rates are negotiated based on market analysis. The firm shall provide information as requested on the qualifications, experience, and salary of the firm's employees to assist in conducting a market analysis of proposed billing rates.

E. Markup

King County Solid Waste Division policy states that Consultants shall not markup Sub consultant costs and Other Direct Costs (ODCs)

F. Cost Price Analysis

1. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, the County will prepare a draft contract for review by the selected firm(s).
2. As a part of the negotiation process, the Consultant may be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price reasonableness or cost realism. The submittal of cost and pricing data the County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register records, and billing statements.
3. The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the Consultant. King County will direct the Consultant as to the appropriate format by which the details/element costs will be presented. Once the fee proposal is approved by King County, it shall be made an attachment to the contract and incorporated therein.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;
  - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
  - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such

documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended

("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

### **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an *independent contractor*, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.



- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Contractor shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected Contractor shall furnish Automobile Liability with a limit of \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;

- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

### D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

## SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with

an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

## **SECTION VII – REQUIRED FORMS**


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Three (3) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
<b>King County</b>	
<b>Bid No.</b>	<b>RFP 164-04RLD</b>
<b>Bid Title</b>	<b>Organics / Food Waste Collection Programs</b>
<b>Due Date</b>	
<b>Vendor</b>	